

REMARKS

Reconsideration and allowance of the present patent application based on the foregoing amendments and following remarks are respectfully requested.

By this Amendment, a new abstract of the disclosure is presented. No claims are amended, added or cancelled. Accordingly, after entry of this Amendment, claims 1-25 will remain pending in the patent application.

As a preliminary matter, Applicant points out that, *per* MPEP 707.07(f) “where the applicant traverses any rejection, the examiner should, if he or she repeats the rejection, take note of the applicant’s argument and answer the substance of it.” (Emphasis added). The Examiner appears to have ignored the Office’s own guidelines by issuing a third Office Action that is a mere exact copy of the second Office Action dated June 30, 2005, without ever answering the substance of Applicant’s arguments related to the patentability of claims 1-25 over Joyce *et al.* (U.S. Pub. No. 2004/0077334) (hereinafter “Joyce ‘334”) and Barnes *et al.* (U.S. Pat. No. 6,711,147) (hereinafter “Barnes”) in the third Office Action of January 30, 2006. However, *per* MPEP 707.07(f), the Examiner must address any arguments presented by Applicant which are still relevant to any references being applied. (See MPEP 707.07(f) – Examiner Note of form paragraph 7.38 *Arguments Are Moot Because of New Ground(s) of Rejection*, emphasis added).

As the Examiner never responded to Applicant’s arguments related to the patentability of claims 1-24 over Joyce and Barnes, Applicant has no choice but to reiterate the same exact arguments. For the Examiner’s convenience, Applicant resubmits herewith the arguments presented in the Amendment of October 31, 2005.

Claims 1-16 and 18-25 were rejected under 35 U.S.C. §102(e) based on Joyce *et al.* (U.S. Pub. No. 2004/0077334) (hereinafter “Joyce ‘334”). Claim 17 was rejected under 35 U.S.C. §103(a) based on Joyce ‘334 in view of Barnes *et al.* (U.S. Pat. No. 6,711,147) (hereinafter “Barnes”). Applicant respectfully traverses these rejections because Joyce ‘334 and Barnes, taken alone or in combination, fail to disclose, teach or suggest all the features recited in the rejected claims.

As mentioned in Applicant’s Responses of February 3, 2005 and October 31, 2005, Joyce ‘334 is not a prior reference under 35 U.S.C. §102(e). 35 U.S.C. §102(e)(1) states that “a person shall be entitled to a patent unless (e) the invention was described in (1) an application for patent, published under section 122(b), by another filed in the United States before the invention by the application for patent.” (Emphasis added). Applicant notes that

the filing date of Joyce '334 is October 15, 2003, whereas the filing date of the present application is April 2002. Therefore, Applicant's filing date clearly antedates Joyce '334's filing date. As such, Joyce '334 is not prior art under 35 U.S.C. §102(e).

Furthermore, Applicant respectfully submits that Joyce '334 and Barnes, taken individually or in combination, do not disclose, teach or suggest "a method of determining services accessible via a subscription having an account and at least a first limit in a communication system, the method comprising defining at least a first set of services and a second set of services to be used with the subscription, each set of services defining services accessible via the subscription; comparing the balance of the account with the first limit; using the first set of services when the balance of the account does not reach the first limit; and using the second set of services when the balance reaches the first limit", as recited in claim 1 and its dependent claims.

In addition, Joyce '334 and Barnes, taken individually or in combination, do not disclose, teach or suggest "a communication system providing a subscription with an account and at least a first limit, the communication system comprising a first node monitoring the balance of the account, wherein the communication system comprises memory for storing definitions of at least a first set of services and a second set of services to be used with the subscription, each set of services defining services accessible via the subscription; and the communication system is arranged to compare the balance with the first limit and to allow access to the first set of services when the balance has not reached the first limit, and to allow access to the second set of services when the balance has reached the first limit", as recited in claim 13 and its dependent claims.

Similarly, Joyce '334 and Barnes, taken individually or in combination, do not disclose, teach or suggest "a network node in a communication system providing a subscription with an account and at least a first limit, the network node being arranged to monitor the balance of the account, wherein the network node is arranged to compare the balance with the first limit and to allow access to a first set of services when the balance does not reach the first limit, and to allow access to a second set of services when the balance reaches or has reached the first limit, both sets of services defining services accessible via the subscription", as recited in claim 18.

Likewise, Joyce '334 and Barnes, taken individually or in combination, do not disclose, teach or suggest "a network node in a communication system providing a subscription with an account and at least a first limit, the network node being arranged to monitor the balance of the account, wherein the network node is arranged to communicate

with a second network node; to compare the balance with the first limit; and to indicate to the second network node which set of services from among at least two different sets of services defined for the subscription is the allowed set of services on the basis of said comparison, each set of said at least two different sets of services defining services accessible via the subscription,” as recited in claim 19 and its dependent claim.

Moreover, Joyce '334 and Barnes, taken individually or in combination, do not disclose, teach or suggest “a network node in a communication system providing a subscription, wherein the network node is arranged to receive from the communication system an indication indicating the use of a certain set of services from among at least two different sets of services defined for the subscription, each set of said at least two different sets of services defining services accessible via the subscription; and in response to receiving the indication to provide access only to services included in the indicated certain set of services”, as recited in claim 21 and its dependent claims.

Furthermore, Joyce '334 and Barnes, taken individually or in combination, do not disclose, teach or suggest “a method of determining services accessible via a subscription having an account and at least a predetermined first limit in a communication system, the method comprising maintaining definitions of at least a first set of services and a second set of services to be used with the subscription, each set of services defining services accessible via the subscription, the second set of services being a subset of the first set of services and comprising services which are not charged from the subscriber; comparing, during connection activation, the balance of the account with the first limit; deciding, during connection activation and on the basis of the comparison, which set of services, among said at least the first set of services and the second set of services, can be used; using the first set of services when the balance of the account does not reach the first limit; and using the second set of services when the balance reaches the first limit,” as recited in claim 25.

Joyce '334 merely relates to a method of providing pre-authorized communication services and/or transactions via a plurality of networks, including accepting and processing a request from a user to provide at least one of a communication service. (*See* Abstract and paragraphs [0014]-[0017]).

However, unlike the present invention, Joyce '334 fails to disclose, teach or suggest a subscription with a first limit. Applicant notes that the Office Action has failed to identify where Joyce '334 discloses such a feature. Paragraphs [0017], [0023] and [0059], referred to by the Office Action, merely state that the account must have a sufficient value (balance) to pay for the service. This is different from comparing a balance of an account to a first limit

because the sufficient value of Joyce '334's account depends on the service. Furthermore, paragraph [0059] merely discloses an access card that permits expenditures up to a predetermined level. However, an expenditure card is not a subscription.

In addition, unlike the present invention, Joyce '334 fails to disclose, teach or suggest defining a first set of services and a second set of services. Although Joyce '334 discloses different kinds of services, Joyce '334 does not disclose, teach or suggest that the services are grouped into different sets of services, as in the present invention. Paragraphs [0096]-[0098] in Joyce '334 merely describe that a multi-party call conferencing, requiring prior authentication of account and PIN numbers before establishing a call, and a subscriber-billed voice mail service with password-access administration are provided, and that card user information on balance and the possibility to transfer funds to the user's telephone account are provided. However, these different services are listed as separate services. As such, they are not grouped together to form a set of services or sets of services.

The Office Action appeared to construe a depositing service as a second set of services defining services accessible via the subscription and the NetManager or Switch Managers services (that include voice mail services, call conferencing and outdialing) as the first set of services. Applicant respectfully disagrees. A single service is not a set of services comprising more than one service. As such, the depositing service is not a second set of services. Accordingly, the depositing service is not a second set of services to be used with the subscription, as recited in the claims.

With respect to claims 2 and 23, although Joyce '334 teaches that destination digits are translated into the internet address where a call is routed, Joyce '334 is completely silent as to access point names defining where and how to connect the user of the subscription, and which access point name is selected when a connection is activated.

With respect to claim 3, Applicant respectfully submits that Joyce' 334 is silent about firewalls. Paragraph [0114] merely discloses how to provide e-commerce investment trading, auction bidding and travel purchases to users of PIN access cards. The Examiner stated that Joyce '334's communication system inherently comprises a firewall. Applicant respectfully disagrees and points out that "in relying upon the theory of inherency, the examiner must provide a basis in fact and/or technical reasoning to reasonably support the determination that the allegedly inherent characteristics necessarily flow from the teachings of the applied prior art." (See MPEP 2112 citing Ex Parte Levy, 17 U.S.P.Q. 2d 1461, 1464 (Bd. Pat. App. & Inter. 1990)). There is no indication in Joyce '334 that this system must include a firewall. It is respectfully submitted that the Examiner has failed, in the Office Action, to provide

rationale or evidence tending to show inherency. For at least this reason, claim 3 is patentable over Joyce '334.

With respect to claim 4, Joyce '334 merely teaches that a list of allowed numbers exists. However, Joyce '334 fails to disclose, teach or suggest that the allowed numbers are defined for a certain set of services. The Office Action appears to construe the access number as addresses. Applicant respectfully disagrees. The access number is merely provided to the customer upon purchasing an access card in order to access the computer telephony network. Joyce '334. The access number does not correspond, in any way, to addresses defined for a certain set of services.

With respect to claim 5, Joyce '334 is totally silent about charging characteristics and using characteristics to indicate the usable set of services. Paragraph [0074] merely discloses that a prepaid subscription exists. Paragraph [0078] merely discloses that calls to certain numbers are toll free. Paragraph [0094] merely discloses that at the end of the call, the Switch Manager advises the customer of the balance remaining in the account and presents the customer with the option of making another call. Paragraph [0094] of Joyce' 334 is, however, silent as to indicating the set of services which is to be used by the charging characteristics to be applied. Paragraph [0098] merely discloses that a user may use different payment methods when adding money to his account.

With respect to claim 7, Joyce '334 is silent as to a second set of services being a subset of the first set of services. Furthermore, even assuming the Office Action is correct in interpreting a depositing service as a second set of services and the NetManager or Switch Managers services as the first set of services, Applicant respectfully requests the Examiner to point out where in Joyce' 334 it is disclosed that the depositing service is a subset of services comprising NetManager or Switch Manager services. Paragraph [0098] of Joyce '334 merely discloses how a subscriber can pay Switch Manager services, thereby failing to teach services which are not charged from the subscriber.

With respect to claims 8 and 22, Applicant respectfully submits that informing a user of different payment methods in a depositing service does not teach or suggest informing a user on different services.

With respect to claims 9 and 10, paragraph [0028] merely discloses prepaid and postpaid functionality. Paragraph [0059] merely discloses that the access card may permit expenditures up to a predetermined limit. However, an access card is not a subscription. Paragraph [0070] discloses that the subscriber can inquire about billing information, such as balance information. Paragraph [0074] discloses that prepaid billing allows the subscriber to

pay in advance for a fixed dollar amount of services. These paragraphs fail to disclose a maximum amount of a bill to a postpaid subscriber and a preset minimum value of an account to a prepaid subscriber.

With respect to claim 14, paragraphs [0059], [0060] and [0094] of Joyce '334 merely disclose what happens during a call establishment to a certain destination. However, this is not the same as connection activation and indicating which set of services is to be used with the connection. In addition, preventing simultaneous PIN/account usage as taught by Joyce '334 in paragraph [0095] does not disclose triggering the deactivation of the connection when the first time limit has been reached if the first set of services was the set that was usable when the connection was activated.

With respect to claims 15 and 16, Joyce '334 fails to disclose, teach or suggest that a node is directed to set one of the sets of services as the allowed set of services. In addition, Joyce '334 teaches that the radius server is used in authentication of the user, not as a server maintaining subscriber information. As conceded by the Office Action of June 30, 2005, Joyce '334 fails to disclose, teach or suggest all the features of claims 15 and 16 and as such cannot anticipate these claims.

With respect to claim 25, Joyce '334 fails to disclose, teach or suggest maintaining definitions of at least a first set of services and a second set of services to be used with the subscription, each set of services defining services accessible via the subscription, the second set of services being a subset of the first set of services and comprising services which are not charged from the subscriber. As mentioned previously, paragraph [0098] of Joyce '334 merely discloses how a subscriber can pay Switch Manager services, thereby failing to teach services which are not charged from the subscriber.

Additionally, Barnes does not provide all the rejected claims' features. Barnes merely discloses a network, system and method for merging a packet service such as GPRS with a mobile IP, but is silent as to the features discussed above. Therefore, any reasonable combination of Joyce '334 and Barnes cannot result in the invention of claims 1-25.

Accordingly, reconsideration and withdrawal of these rejections are respectfully requested.

In view of the foregoing, the claims are now believed to be in form for allowance, and such action is hereby solicited. If any point remains in issue which the Examiner feels may be best resolved through a personal or telephone interview, please contact the undersigned at the telephone number listed below.

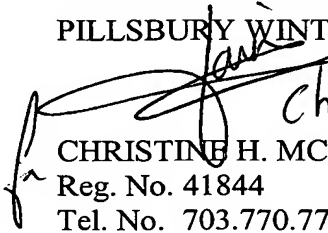
HAUMONT -- 10/089,405
Client/Matter: 060258-0290791

The rejections having been addressed, it is respectfully submitted that the present application is in condition for allowance and a Notice to that effect is earnestly solicited

Please charge any fees associated with the submission of this paper to Deposit Account Number 033975. The Commissioner for Patents is also authorized to credit any over payments to the above-referenced Deposit Account.

Respectfully submitted,

PILLSBURY WINTHROP SHAW PITTMAN LLP

 CHRISTINE H. MCCARTHY

Reg. No. 41844

Tel. No. 703.770.7743

Fax No. 703.770.7901

Christophe LAIR #54248

Date: June 23, 2006

CHM/CFL
P.O. Box 10500
McLean, VA 22102
(703) 905-2000

Encl: Abstract of the Disclosure